

Executed in 10 counterparts of
which this is counterpart No. 4

SECOND AGREEMENT FOR SEWAGE WORKS MAINTENANCE

THIS AGREEMENT made and executed this 20th day of July, 1964, between the CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "the City" and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "Metro,"

W I T N E S S E T H:

WHEREAS, the City and Metro have heretofore executed an Agreement for Sewage Disposal dated January 26, 1961, and a Supplemental Agreement dated April 17, 1961, and from and after July 1, 1962, as provided in said agreements, Metro has furnished sewage disposal service to the City; and

WHEREAS, the City and Metro by agreement dated January 26, 1962, have provided for the performance by City personnel of the maintenance and operation of certain metropolitan sewerage facilities and the City and Metro now desire to extend such maintenance to additional metropolitan facilities and to make certain changes in the terms under which such maintenance is provided; and

WHEREAS, it is the intention of the parties that the particular Agreements of January 26, 1961 and April 17, 1961 shall remain in full force and effect except only insofar as they may be specifically modified during the limited period of this agreement in accordance with its provisions;

NOW, THEREFORE, it is hereby agreed as follows:

1. For the term of this agreement and at the expense of Metro the City shall maintain and operate the following facilities of the Metropolitan Sewerage System:

a) All sewers and sewage pumping stations described in Exhibit "A" of the Agreement of January 26, 1961, except the pumping station located near the intersection of S.W. Spokane Street and 63rd Avenue S.W., designated in said Exhibit "A" as PS SPS 5;

b) The trunk sewer constructed by Metro under its Contract No. 62-4, Section 1, except the five Regulator Control and Outfall Control structures, including appurtenant controls, motors and sluice gates, as detailed on sheets 33 through 51 inclusive, of the construction plans of said Contract No. 62-4;

c) The trunk sewer to be constructed by Metro under its Contract No. 64-2;

d) The sewer shown on sheet 12 of construction plans of Metro Contract No. 64-1 from its connection with the trunk sewer to be constructed under Contract No. 64-2 to its connection with the Lake City Pumping Station;

e) Any sewerage facilities located outside the City which Metro now has or may hereafter acquire the right to use and which are required to be maintained by the City under a presently existing city contract;

f) Any sewerage facilities hereafter constructed by Metro within the City which are designated to be maintained and operated by the City pursuant to the joint written authorization of the Executive Director of Metro and the City Engineer. Maintenance shall be understood to include inspection, cleaning and repair and may include photographic or closed-circuit television inspection techniques in addition to visual procedures. The City shall exercise reasonable care, diligence and judgment in performing the work, and shall in particular undertake

preventive maintenance precautions, wherever practicable.

2. Except in emergencies, when the City shall take immediate appropriate action, repairs costing more than \$1,500.00, or any additions and betterments, shall be undertaken only after approval by Metro. In emergencies, notice of action taken shall be given to Metro as soon as practicable considering the seriousness of the emergency.

3. Statements of amounts due for work performed pursuant to this agreement shall be presented to Metro at intervals considered by the City to be appropriate but not more frequently than monthly nor less frequently than annually. Costs to be paid by Metro shall include actual direct wages and salaries paid by the City for labor performed on such work plus an overhead charge equal to 42% thereof, actual cost of materials used plus a materials handling charge equal to 10% thereof, and rental for equipment used at the same rental rates charged to the City Sewer Utility by the City of Seattle. Such percentage charges to be added to costs of labor and materials may be revised from time to time to conform to percentage charges currently established by the City for general use in all interdepartmental transactions.

4. Metro shall hold the City harmless and defend all suits for personal injury or property damage arising out of the operation and maintenance of said sewers or sewage pumping station facilities which are not caused by neglect or failure of the City to perform this Agreement.

5. The term of this agreement shall be two years from and after July 1, 1964, unless with the mutual written agreement of the parties hereto the term shall be extended or unless in the sole judgment of Metro the City shall fail or neglect to operate said

sewer facilities in an efficient manner and maintain same in good working order and condition, in which event Metro may terminate this agreement upon 30 days written notice to the City.

6. Whenever in this agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington

City of Seattle
Seattle Municipal Building
Seattle, Washington

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of operating costs may be made by regular mail.

7. No waiver by either party of any term or condition of this agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this agreement.

8. In addition to the remedies provided by law, this agreement shall be specifically enforceable by either party.

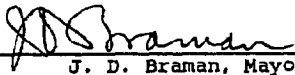
9. Effective July 1, 1964, this agreement shall supersede and terminate the Agreement For Sewage Works Maintenance dated January 26, 1962.

10. This agreement shall be executed in ten counterparts, any one of which shall be regarded for all purposes as one original.

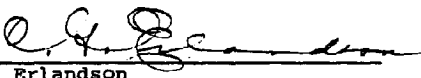
IN WITNESS WHEREOF, the parties hereto have executed this

agreement as of the date and year first above written.

CITY OF SEATTLE


By 
J. D. Braman, Mayor

ATTEST:


C. G. Erlandson
City Comptroller and City Clerk

Execution Authorized
Ordinance No. 93025

MUNICIPALITY OF METROPOLITAN SEATTLE

By 
C. Carey Donworth
Chairman of the Council

ATTEST:


Maralyn Sullivan
Clerk of the Council

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1964, before me personally appeared J. D. BRAMAN and C. G. ERLANDSON, to me known to be the Mayor and City Comptroller and City Clerk, respectively, of the City of Seattle, a municipal corporation, and acknowledge the within and foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

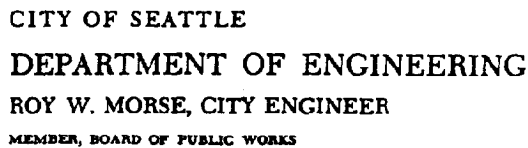
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 18 day of June, 1964, before me personally appeared C. CAREY DONWORTH and MARALYN SULLIVAN, to me known to be the Chairman of the Council and Clerk of the Council, respectively, of the Municipality of Metropolitan Seattle, a municipal corporation, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Raymond Dreber

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle



MEMBER, BOARD OF PUBLIC WORKS

July 31, 1964

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**MUNICIPALITY OF
METROPOLITAN SEATTLE**

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